



**BALMER LAWRIE & CO. LTD.**

**CONTAINER FREIGHT STATION**

*[P-3/1, Transport Depot Road, Kolkata-700088*

*Phone No 2450-6811 /2450-6818, Fax No. 24498355*

*E-mail: sett.a@balmerlawrie.com*

**e- TENDER NO: BL/CFS-KOL/HYDRA-SLINGMEN/17-18**

**TECHNICAL / COMMERCIAL BID**

**Tender Document for**

**[HIRING OF HYDRA [MIN. 14 MT CAPACITY AND ABOVE] & SLINGMEN  
FOR DESTUFFING, LOADING, UNLOADING OF VARIOUS CARGO  
INCLUDING PIPES ETC at CFS & WD kolkata]**

**DUE DATE & TIME: [ 11/08/2017 AT 3.00 PM ]**

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## **NOTICE INVITING E-TENDER**

On line bids on Two Bid System are invited from the reputed and experienced Vendors, who fulfil the eligibility criteria mentioned elsewhere in the tender document under the Heading “General Terms & Conditions”, for undertaking the subject contract for **HIRING OF HYDRA [MIN. 14 MT CAPACITY AND ABOVE] & SLINGMEN FOR DESTUFFING, LOADING, UNLOADING OF VARIOUS CARGO INCLUDING PIPES ETC. AT CFS & WD KOLKATA**

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Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in>. The tender has to be submitted online.

The scanned copies of other required documents in support of their credentials are to be uploaded along with the tender documents through the appropriate link.

S. No	Description	Details
1	Name of Work	HIRING OF HYDRA [MIN. 14 MT CAPACITY AND ABOVE] & SLINGMEN FOR DESTUFFING, LOADING, UNLOADING OF VARIOUS CARGO INCLUDING PIPES ETC
2	Tender No	BL/CFS-KOL/HYDRA-SLINGMEN/17-18
3	Validity Of Offer	120 days from the date of opening of the price bid
4	Contract Period	<b>Two Years</b>
5	EMD	<b>Rs. 70,000</b>
6	Downloading / Submission of Tender :	
	a. Starts on	<b>22.07.2017</b>
	b. Closes on	<b>11.08.2017 BY 15.00 HRS</b>
7	Opening of Tenders	<b>On or after due date and time for submission.</b>

### **1. LIST OF DOCUMENTS TO BE UPLOADED**

The scanned copies of following documents should also be uploaded at appropriate link in our e tendering system as part of the technical/commercial bid submission

- Power of Attorney authorizing the person who has signed the tender to act and sign on behalf of the company.
- Certificate of registration/incorporation in the case of Pvt Ltd/Public Ltd companies/certified copy of /partnership deed in the case of LPP/Partnership firm/ any document under the relevant rules/laws if the firm is a proprietorship firm
- Income Tax PAN number
- GST Registration number
- Chartered accountant's certificate or Audited / Certified Balance sheet and Profit and Loss account of tenderer's company for last two years
- Certificate from bankers about financial soundness.

### **2. VERIFICATION OF DOCUMENTS**

- Tenderers or their authorized representative will be required to come to our office **POSITIVELY** as intimated along with all original documents, scanned copies of which have been submitted with the e-tender towards their qualification.
- Failure on part of the tenderer to report on specified date and time for paper verification may result in rejection of the tender submitted by them without further communication.
- Tenderer should be in a position to produce all the original documents and/or any other information on dates as intimated or as and when required by Balmer Lawrie.

**e-Tender No.: BL/CFS-KOL/HYDRA-SLINGMEN/17-18**

- d. Incomplete Tenders are liable for rejection without any further communication to the tenderer and decision of Balmer Lawrie in this respect will be final.
- e. Any party submitting the false or forged documents may be Black Listed, EMD could be forfeited , work could be cancelled , criminal prosecution or any other action as deemed fit may be initiated.
- f. Balmer Lawrie reserves the right to reject any or all tenders without assigning any reasons whatsoever.

## **SPECIAL INSTRUCTIONS TO THE BIDDER FOR PARTICIPATING IN E-TENDER**

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://balmerlawrie.eproc.in> Interested parties have to submit an interest free EMD of Rs. **70,000 (Rupees Seventy Thousand only)** by Demand Draft/Pay Order at our above address. The DD/PO for Tender Fee and EMD should be drawn in favour of BALMER LAWRIE & CO LTD on any Scheduled Bank, payable at Kolkata. Copies of the instruments (DD/PO) evidencing payment of Tender Fee and EMD should be scanned & uploaded before bidding. The physical original instruments/drafts should reach our above address prior to due date and time. In case the Bidders intend to submit any additional supporting documents, the same can be submitted in physical form at our above address. Documents of only those bidders shall be entertained who are bidding on-line. UNDER NO CIRCUMSTANCES PRICE BID SHALL BE SUBMITTED IN PHYSICAL FORM.

Balmer Lawrie & Co. Ltd. has developed a secured and user friendly system which enables Vendors/ Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://balmerlawrie.eproc.in> in a secure and transparent manner which maintains confidentiality and security throughout the tender evaluation process.

### **1. Procedure to submit On-line Bids**

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal <https://balmerlawrie.eproc.in> where detailed procedure for submission of bids is available under the option / link "*Bidding Manual*".

"Any amendment/corrigendum, as and when required, will be uploaded only on the website of the company [www.balmerlawrie.com](http://www.balmerlawrie.com) and related Government of India e-procurement websites where this tender is floated and interested vendors should regularly visit these websites for updation."

### **1.1 Registration with e-procurement platform**

For registration and online bid submission bidders may contact HELP DESK of C1India Pvt., Ltd. details of which are available at our web-site mentioned above or they can register themselves online by logging in to the website through <https://balmerlawrie.eproc.in>

Bidder may contact the following resource persons for any assistance required in this regard.

### **1.2 Digital Certificate authentication**

The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

All the bidders who do not have digital certificates need to obtain Digital Certificate. They may contact help desk of C1 India Pvt. Ltd.

<p align="center"><b>HELPDESK NOS ARE OPEN BETWEEN 1000 HRS to 1830 HRS IST</b></p> <p align="center">(MONDAY TO FRIDAY (Exclusions: Balmer Lawrie HOLIDAYS))</p>			
<p align="center"><b>OFF HOURS &amp; HOLIDAY SUPPORT</b></p> <p align="center">Helpdesk Team would be reachable in their mobiles during off hours and on holidays. Please refer contact us for resource-wise mobile nos.</p>			
<p align="center"><b>Please email your issues before your call helpdesk. This will help us serving you better.</b></p>			
<p align="center"><b>Contact Nos. and email IDs for Balmer Lawrie helpdesk officers</b></p>			
<p align="center"><b>Balmer Lawrie &amp; Co LTD. , 21, Netaji Subhas Road, Kolkata-700 001</b></p>			
<p align="center"><b>Balmer Lawrie e-Tendering Support Staff:</b></p>			
<p><b>Nodal officer [For Escalation]:</b></p> <p><b>C1 India</b></p> <p>Mr. Ritabrata Chakraborty (PM), Contact Details: +91 8697910411, E-mail- <a href="mailto:ritabrata@chakraborty.c1india.com">ritabrata@chakraborty.c1india.com</a></p>	<b>Name</b>	<b>E-mails</b>	<b>Phone Numbers</b>
	1. Mr. Tuhin Ghosh	<a href="mailto:tuhin@ghosh.c1india.com">tuhin@ghosh.c1india.com</a>	+91-8981165071
	2. Mr. Tirtha Das	<a href="mailto:tirtha@das.c1india.com">tirtha@das.c1india.com</a>	+91-9163254290
	3. Mr. Ravi Gaiwal	<a href="mailto:ravi@gaiwal.c1india.com">ravi@gaiwal.c1india.com</a>	+91-022-66865633
	4. Mr. Ujjal Mitra	<a href="mailto:ujjal@mitra.c1india.com">ujjal@mitra.c1india.com</a>	+91-8986678058
<input type="button" value="close"/>			

## 2. Special Note

- Bids can only be submitted before the last date and time of submission as per the date and time mentioned in the e-tender. Resubmission (if required) of bid should be completed within the stipulated date and time. The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-tendering system well before the closing date and time of bid.
- No Printed or posted Bids / offers shall be accepted.
- Balmer Lawrie does not take any responsibility in case bidder fails to upload the documents within specified time of tender submission.
- Balmer Lawrie will not be responsible for any delay under any circumstances for non-receipt of Tenders/ submission of filled in tender documents by due date & time.
- Bidders are requested to provide correct "e-Mail address" and "Mobile No." for receiving updates related to e-tender from time to time.
- The bidder has to keep track of any changes by viewing the Addendum/Corrigendum issued by the Tender Inviting Authority on time-to-time basis in the e-Procurement platform. The Company calling for tenders shall not be responsible for any claims/problems arising out of this.

## 3. Filling of Tender Documents

- 3.1 The tenderers are requested to carefully study all the tender documents and tender conditions before quoting their rates.
- 3.2 The tender must be strictly in accordance with the terms and conditions and specifications laid out in the tender.
- 3.3 Any terms and conditions given by the tenderer in their offers will not be binding on Balmer Lawrie.

- 3.4 The sole proprietor or authorised representative shall sign all documents that needs to be uploaded. When the person signing the documents is not the sole proprietor / authorised representative of the company, the Power of Attorney authorizing such person to act and sign on behalf of the company must be scanned and uploaded and produced later on for verification by Balmer Lawrie.

## **Scope of Work & Responsibility**

Work covered in this tender document shall generally be as detailed herein below. However, contractor shall be responsible to complete the work in all respects and in doing so provide/supply all facilities which may not be covered below but nevertheless are required to complete the work envisaged with the exception of only such items as have been specifically excluded from contractor's scope.

The successful tenderer shall have to undertake the following **scope of work**:

### **BL-CFS**

1. Provide at least 2nos. of Hydra having minimum capacity of 14MT along with operator, sling men, helper and supervisor for handling of various cargo (including Pipes) such as destuffing, stuffing, loading, unloading, stacking and storing etc from/to containers, trucks/trailers or warehouse etc as per operational requirement of the Company and instruction of Officer-In –Charge or any person nominated by him.
2. The equipments as stated above should be placed at P-3/1, Transport Depot Road/ or any location within a radius of 5 k.m. of the CFS to undertake the jobs of loading /unloading/stacking of cargo as and when required.

### **BL W&D**

1. Provide 1 No of Crane with minimum 30 MT capacity and 1 No of Hydra with minimum 14 MT capacity at W&D-Sonapur , 1 Sonapur Road Kolkata-700088 . Crane/Hydra should be suitable for unloading/loading, stuffing, destuffing of various cargo from railway wagons, trucks, trailers &containers etc. and shall be stationed at BL premises for ready use condition.
2. At many times, BL may require more number of hydras/cranes specifically in times of rake unloading or during high volume of work. During Unloading of material from wagon, minimum four numbers of Hydras/cranes need to be provided by vendor for speedy clearance of wagons. The same shall be provided at the same rate (per Mt rate) as quoted in the price bid. No other rate shall be entertained for the additional hydra/crane provided. For information purpose, a single railway rake contains around 2800 to 3700 MT of cargo.
3. One day Prior intimation shall be given by BL regarding arrival of rake. The contractor should stay in continuous touch and be updated with the BL representative to track arrival of wagon. The contractor shall remain ready during the arrival (Day or night) of the rake for quick start of unloading process. In case of demurrage incurred due to fault/inability/delay/breakdown/absence of operator etc from contractor's side , appropriate demurrage amount shall be recovered from the contractor's bill.

4. Required number of Crane operators, helpers (minimum 2 per equipment and preferably 3 during unloading of wagon) and supervisors to be engaged by the contractor with no additional cost.
5. If asked the contract should be able to provide experienced sling man, specifically required (for slinging) during unloading of materials from railway wagons. Usually three sling Men are required per equipment during unloading. Contractor will be paid in per MT rate for providing sling men as per rates quoted in price bid.
6. On prior intimation (one week) contractor should arrange unloading/loading of ODC/overweight cargo. All tools, tackles including slings and expertise need to be provided by contract for safe handling of cargo.

#### **Common Scope of work:**

1. Successful bidder shall depute required driver and adequate number of helpers for operating the Hydra for loading / unloading / stacking operations etc as per requirement of the unit and instruction of operation in-charge of the unit.
2. The driver and helper of all the equipment should be present at all the time till loading/unloading operation etc as required and they should be responsible for execution of the job.
3. The contractor should follow all the laid down rules & regulations of the RTA/local Government .
4. The contractor should take all precautionary measures including safety and security of the cargo & goods being handled.
5. The Drivers/Operators of the equipment should possess valid license to operate the equipment. The Drivers/Operators, Helpers of the equipment, Mechanics (If any) shall have good health and strictly abide by the administrative rules and regulations of BL.
6. The Contractor shall indemnify and keep indemnified the Company against all losses and claims for injury and damages to any person or any property whatsoever which may arise out of in consequence of the work and against all claims, demands proceedings, damages, cost, charges and expenses whatsoever.
7. The Contractor or any of their employee/representative shall not demand and/or accept any **payment or gift or any favour** whatsoever from any customer of the Company for providing the services other than the payment from the Company against services as per the terms of the contract. The Contractor **shall not indulge and/or encourage any corrupt practice** nor seek any undue favour by way of influencing Company's/Customers' employees in whatsoever manner. Indulgence of such practice will be considered as breach of this agreement.
8. Contractor shall remove and/or replace any of their employees or person who as per opinion of the Company are charged with misconduct/indiscipline or incompetence or negligence in proper performance of assigned job or considered undesirable as per the Company.
9. Contractor shall at all time take precautions to prevent any unlawful, riotous or disorderly conduct by or among their employees and for perseverance of peace and protection of persons and property inside BL.
10. Contractor shall take necessary instruction from the authorized/nominated person of the Company and undertake the assigned work as per work guideline issued by the Company from time to time.

11. Safety regulation shall be applicable to the total contract. All Safety Regulations in vogue as amended from time to time shall have to be satisfied, as the equipment will be working within the BL premises.
12. Company shall not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the workmen engaged by the contractor and such demand shall be settled by the contractor directly.
13. All persons engaged by the contractor should have necessary photo identity cards issued by the contractor.
14. The Drivers/Operators/Helpers of the equipment has to wear Personal Protective Equipment like protective Shoes, Safety Jackets, Helmets etc. and also Gloves by sling men during operation .



## TECHNO COMMERCIAL TERMS & CONDITIONS

### 1. Eligibility Criteria For Techno-Commercial Bid

- a) Payment of Interest Free EMD of Rs. **[70,000/-]**. However, **MSMED/NSIC bidders are exempted from submission of EMD.**
- d) Should have minimum Average Financial Turnover of Rs. **[50 Lacs per year during the last 3 financial years.] Copy of last 3 years Balance sheet/ Profit & Loss Statement/ Turnover certificate may be submitted in this regard.**
- c) Bidder must own/attached at least four nos. of Hydra (minimum 14MT capacity), document to be submitted **with make 2014 or after**. Relevant proof for age of equipment need to be submitted.
- d) The bidder must have PF & ESIC registration.
- e) The Bidder must have Trade Licence.
- f) Experience in executing Operation Contract of Hydra for at least for last 2 years.(Copy of credential to be attached).
- g) The vendor should not have been black listed in any of the PSU's or private organizations and a self-certification to this affect would need to provide on contractor's letter head. The company may verify such certification and if found during such verification that the statement is not true, the bid of the party will be rejected without any further reference to them.

### 2. Validity of offer

The rate offered should be kept valid for acceptance for 120 days from the last date for submission of the tender. The rates once submitted shall not be changed/varied/added/alterd during this period.

### 3. Acceptance of offers

3.1 Balmer Lawrie reserves the right to accept any tender in whole or in part or reject any tender or all tenders or place order for any quantity, less than or more than the tendered quantity, without assigning any reason thereof.

3.2 Bids of any tenderer may be rejected if a conflict of interest is detected between the bidders and Balmer Lawrie at any stage.

3.4 Balmer Lawrie also reserves its right to allow Public Enterprises (Central / State) price / purchase / contract / service preference as admissible under the existing Government policy. The decision of Balmer Lawrie in this connection will be final.

3.5 Incomplete tenders, conditional tenders, tenders received late or tender not conforming to the terms and conditions mentioned in the Tender documents or not accompanied by the requisite Earnest Money Deposit (unless exempted under the terms of this Tender) will be rejected.

#### 4. Negotiations

- a. Balmer Lawrie reserves the right to negotiate with the Tenderer. Tenderer will have to attend the concerned office of Balmer Lawrie for negotiations/clarifications required from them, in respect of their quotations, without any commitment on the part of Balmer Lawrie.
- b. In case of negotiation, the Tenderer should send the confirmation of outcome of such negotiation in writing so as to reach the concerned office of Balmer Lawrie within 3 days from the date of negotiation/ the time stipulated whichever is earlier. If the Tenderer fails to comply with this requirement Balmer Lawrie reserves its right to ignore their quotation at its discretion and proceed to finalise the tender.

#### 5. Award of Contract

Qualified Bidder who is found to have quoted the overall lowest, for the each BOQ/Price Schedule of this tender shall be reckoned as L-1 bidder.

#### 6. Security Deposit

The successful bidder shall deposit within seven days from the date of Letter of Intent (LOI)/Work order whichever is earlier a sum of Rs.1,40,000/- [Rupees One lakh Forty Thousand only] by way of Demand Draft in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata as Security deposit. Bank Guarantee in the prescribed format, issued by Scheduled Commercial Bank can also be accepted by the company in lieu of the deposit. The Bank Guarantee is to be valid for a period of two years and six months. EMD of unsuccessful bidder shall be refunded without interest after finalisation of the contract.

The Security Deposit is liable to be forfeited or appropriated towards any penalty imposed by BL as a result of acts of omission/commission/gross negligence on the part of the contractor or towards any charges like demurrage, damage to the container/cargo that may become payable by Balmer Lawrie to its customers or failure of the successful bidder to execute the work as per terms and conditions of the contract without prejudice to the other right or action that the Company is entitled to. The Security Deposit after adjustment, if any, may be refunded to the contractor after successful completion of the contract and after settlement of all dues. No interest shall be payable on the security deposit.

#### 7. Earnest Money Deposit

The bidder should submit Earnest Money of Rs. 70,000/- (Rupees Seventy Thousand Only) in the form of Pay Order/Demand Draft drawn in favour of BALMER LAWRIE & CO. LTD. payable at Kolkata. In case bidder revokes or withdraws its offer within validity of the offer or fails to submit security deposit and/or commence the work after the contract is awarded, Balmer Lawrie will be at liberty to forfeit the Earnest Money Deposit.

#### 8. Payment Terms

Payment will be made after 30 days from the date of submission of bills provided the same are correct in all respect supported by job requisition slips for additional work and duly certified by Officer-in-charge of the company. Appropriate tax [if applicable] and statutory charges, if any will be deducted from the bills as per statutory regulations.

## 9. Duty Hours

Hydra will be utilised for Ten Hours from 10.00Hrs to 22.00Hrs. Contractor will extend the service support for any additional hours as required.

## 10. Rate

Rates to be quoted per Price Bid Schedule attached. Rates should be inclusive of providing equipment, Fuel, slings, drivers & helpers, PPE, all running and maintenance expenses etc. and rates to be quoted shall be inclusive of all duties & charges. Rate should be kept firm during the period of the contract. However GST will be paid extra by BL as applicable. Slings during unloading of Rake at BL-W&D shall be provided by BL.

Volume/quantity as given in Price Bid Schedule is indicative only but is not firm or guaranteed. The quantity may be decreased/increased.

The rate will include cost of statutory charges other than GST if any, including R.T.O., Licence and Insurance charges etc. No additional charges of any nature would be paid by Balmer Lawrie over and above the quoted rate except for GST. Any additional statutory impact for migration from Service Tax to GST would be over and above quoted price.

Liability of migration from Service Tax to GST is entirely on account of bidder. From 1<sup>st</sup> July 2017 all payments would be made on account of GST subject to Govt guidelines.

## 11. Log Book

Two Separate Log Books to be maintained by the contractor for CFS & W&D incorporating operational information, like cargo handled, time of completion of work, breakdown period etc. Format for the Log Book will be designed by BL. The logbooks after incorporating all the required information to be signed by contractor and counter signed by officer /staff in charge of BL-CFS/BL-W&D on a daily basis, failing which no bills will be settled.

## 12. Work Place

Balmer Lawrie & Co. Ltd. at P-3/1, Transport Depot Road, Kolkata – 700 088 & 1, Sonapur Road, Kolkata-700088 or any location as required and advised by Officer/In-charge of BL-CFS within 5 km radius of the mentioned address.

## 13. Breakdown and Maintenance

It will be the responsibility of contractor to ensure proper maintenance of the equipments being offered by them from time to time during the entire tenure of contract. The contractor should repair/replace immediately the equipments in the event of a breakdown at any point of loading/unloading operation. Else, **break-down penalty @Rs.500/- per hour** will be deducted from the bill of the contractor owing to non-availability of the Hydra.

## 14. Handling of Cargo/Container

The cargo shall be handled with maximum care without any damage to the cargo or any other property. The contractor will be held responsible for any damage to cargo etc during the handling and the loss will be recovered from the contractor.

## 15. Contract Period

The contract would initially be for a period 2 [two] years with the Company retaining an option for extension for further period of one year on same terms and conditions. Also company reserve the right to avail a part of any service/facility or may discontinue any of the service/facility by giving one month notice.

#### **16. Insurance**

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The contractor should take necessary insurance for their equipments but not limited to third party liability. It is further clarified that in case of any accident through their equipments, the contractor shall be liable to BL or any third party for any loss/damage for cargo or person. A copy of such policy is required to be provided to BL-CFS.

#### **17. Labour Law**

The Contractor shall comply with all the provisions of all labour legislations of the State/Central Government or any competent authority as applicable in respect of all men/women employed by them in executing the contract. The contractor shall be responsible to defend cost and expenses whatsoever arising out of any failure on the part of contractor to comply with all or any of the Acts and Regulations, of all actions, proceedings, claims, demands, cost and expenses whatsoever arising out of or in connection with the matters referred to in this tender. Coverage of ESIC/WC for operator/helper to be undertaken by contractor copy of which is to be provided to BL-CFS, failing which BL will deduct at the applicable rate of ESI contribution from contractor's bill and the same will be deposited with the concerned Authority.

Contractor shall be responsible to settle all the disputes with Workmen engaged by them. Contractor shall indemnify and absolve the Company of all responsibilities related to employment condition of their employees and should adequately safeguard Company against any possible IR problems including related to employment. Notwithstanding the above the contractor should adhere to all employment regulations such as Minimum Wage Act, Workmen Compensation Act, Contract Labour (Regulation & Abolition) Act, Provident Fund Act, Gratuity Act, Employees State Insurance Act, Bonus Act, etc.

The Company will not have any liability towards employment, remuneration or compensation in whatsoever manner against demand made by the employees of the contractor and such demand be settled by the contractor directly.

Contractor will ensure that the services rendered is discharged without any hindrance and blockage and no other charges/demand for payment are levied on the Company for the services rendered other than the fixed rates as covered in this tender.

#### **18. Termination of the contract**

The contract can be terminated by the contractor by giving 90 days notice to the Company in writing. Similarly, the Company can terminate the contract at any point by giving 90 days notice except otherwise mentioned. However, in case of serious breach of terms & conditions of the contract, the company reserves the right to terminate the contract without any notice and take action as may be necessary under provision of the contract. No compensation whatsoever shall be payable to the contractor. The security deposit will stand forfeited for any such termination.

In case of recorded unsatisfactory performance (for % monthly availability falling below 80%) of the contractor for two occasions, Balmer Lawrie will be at liberty to terminate the contractor by giving a notice of 21 days.

#### **19. Force Majeure Conditions:**

Delivery schedule is subject to force majeure conditions as under: If at any time during the continuance of this contract, the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion sabotage, fire, floods, explosions, epidemics, quarantine restrictions, strikes, lock outs or acts of God (hereinafter referred as "events") provided notice of the happening of any such events is given by either party to the other within twenty one days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable.

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#### **20. Arbitration**

Any dispute or difference arising under this Contract shall be referred for adjudication at Kolkata to a Sole Arbitrator to be appointed by the Chairman and Managing Director, Balmer Lawrie & Co. Ltd. and the provisions of Arbitration & Conciliation Act, 1996 including any statutory modifications or enactment thereof shall apply to the Arbitration proceedings. The fees of the Arbitrator, if any, shall be shared equally by both the parties.

#### **21. Alternative Arrangement**

In absence of the timely and proper performance by the contractor, BL reserves the right to utilize the services of any other contractor without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet their contractual obligations, the work shall be completed at their risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of BL for any other action including termination, forfeiture of security deposit etc.

#### **22. Safety Clause**

- A. a) The contractor and his workers must strictly take all safety precautions and shall supply to his workers dependable safety appliances like hand gloves, safety boots, safety belt, safety helmets, duster cloth, dust mask/nostril filter etc. In addition to this, contractor shall also provide additional safety appliances as per requirement and follow safe working practices like using fully insulated electrode holders etc. He shall also ensure that his workmen intelligently use only dependable safety appliances supplied to them.
- b) The contractor shall take adequate safety precaution to prevent accidents at site. The contractor shall also ensure that his employees observe the statutory safety rules and regulations and also those laid down by the employer from time to time and promptly submit report of accident and state the measures taken by him to prevent their recurrence and also keep the employer indemnified of all claims arising out of such accidents.
- c) No Workmen shall be engaged on the work without proper safety induction and without using required PPE. Use of safety helmet and shoe is must excepting in painting works where shoe will not be used.
- d) All workmen employed within Balmer Lawrie site should be in sound and intoxicated health condition. Balmer Lawrie may ask for a health certificate of any workmen employed by Contractor at site anytime before/during/after execution of job at site.

### **List of safety violations and penalty clause for the same**

#### **B. The list of safety violations have been classified in the following categories :**

Category	Details of Violation
Minor violation	Annexure-1
Subsequent-Minor violation	Annexure-1
Major violation	Annexure-2
Subsequent-Major violation	Annexure-2
Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability

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1. The safety standards & rules are to be strictly adhered to. Any non adherence to the Safety stipulations will be termed as violation.
2. Annexure – 1 & 2 are enclosed herewith.
3. Some of the common violations as given in Annexure-1 and Annexure-2 are illustrative and non exhaustive. However, BL executive may identify job specific instructions on case to case basis and non adherence to such instructions will be treated as violation.
4. Decision of BL for any fine/penalty shall be final and binding to the Contractor in this regard.

#### **C. The penal actions for different types of violations will be as under :**

Category	Description of violation	Penalty per violation
Minor	As listed in Annexure-1	Rs.500/-
Subsequent-Minor	As listed in Annexure-1	Rs.1000/-
Major	As listed in Annexure-2	Rs.5000/-
Subsequent-Major	As listed in Annexure-2	Rs.10,000/-
Fatal / Permanent disability	High risk violations / Lapses leading to Fatality / Permanent disability	*Rs.1,00,000/- or 10% of contract value whichever is lower. ** Enquiry to be conducted & further action to be taken as per recommendations of the Committee

### **MODE OF DEDUCTION OF PENALTY**

1. In case of Minor violation and every subsequent violation a sum of Rs.500/- and Rs.1000/- respectively (Limited to 10% of contract value) will be deducted from the bill of the contractor as penalty on the direction of Executing Authority to the Finance Deptt for deduction from the bill/Security Deposit of the contractor & Safety Officer/Unit HR Head will be intimated.
2. In case of major violation a sum of Rs.5000/- for 1<sup>st</sup> violation & Rs.10,000/- for every subsequent violation (Limited to 10% of contract value) will be imposed by Executing Authority to the within 3 days of violation and direct Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly & Safety Officer/ Unit HR Head will be intimated.
3. In case of violation leading to fatality / permanent disability, the Unit Head will impose fine of Rs.1,00,000/2,00,000 (Depending on the case) or 10% of the contract value whichever is lower on the contractor. To be imposed upon recommendation of Safety Committee and direct to Finance Deptt for deduction from the bill/Security Deposit of the contractor accordingly

**CASE - I**  
**MINOR VIOLATIONS**

1. Unauthorized entry in hazardous location.
2. Proper ladder/steps not provided for Ascending/descending
3. Shuttering not done (below 2 mtr. Level) of excavation
4. Over hanging burden in pit not removed in excavation
5. Power cable clamed with G.I. wires to post/pillar
6. Power cable tied on reinforce rod/structure without proper insulation
7. Loose connection taken from board without board plug
8. Fitness certificate of cranes/hydramac/heavy vehicles not available
9. Rolling/lifting of cylinder/dragging on the ground (without cage);
10. Crane rope condition not ok
11. Rope of crane not clamped properly
12. Not wearing safety helmet/ Reflector jacket at site
13. Working in slippers/barefoot
14. Hand gloves not used
15. Gas cutting without goggle
16. Welding with non-standard holder
17. Welding machine earthing (double body earthing) not done;
18. Welder/ Gas cutter must wear cotton/ leather clothing. No nylon/synthetic dress allowed.
19. LPG Cylinder date expiry/over
20. Gas hose pipe clamping done by wires;
21. Loading/unloading of cylinder-cushion not given
22. Condition of hose pipe not good
23. Working with leaking cylinder
24. Using non power cable instead of welding cable
25. Not putting road block/ red flags /stopper
26. Working without work permit/shut down;
27. Taking shelter behind Electrical panel
28. Not having proper gate passes /other area passes
29. Use of damaged slings/tools/ropes
30. Hand grinders/mixer machines without guard
31. No indicator light/brake light on vehicles;
32. Truck side pane/broken not ok
33. Dropping/Spillage of material on the road
34. Over speeding )violation of speed limits)
35. No indicator light/brake light on vehicles.
36. Talking with cell-phone while driving;
37. Truck carrying powdery material without Tarpaulin;
38. Stock protruding out of the truck body; ;

**CASE – 2**  
**MAJOR VIOLATIONS**

1. Using bamboo/or other non standard material for scaffolding.
2. “Permit to work” not obtained for Hazardous jobs.
3. Scaffolding planks not tied properly
4. Throwing/dropping of material from height;
5. Working at Height without Height pass
6. Non Use of Full Body Harness for work at Height (Roof sheet changing, Painting, Maintenance jobs etc)

7. Absence of supervisor at work in Hazardous Area, Confined space & Height working
8. Unguarded floor opening/ barricading excavation pits.
9. No top cover in power distribution board.
10. Railings not provided on working platforms
11. Non anchorage of life line (Lanyard)
12. Welding screen/Face shield, welder gloves not used;
13. Dismantling of structure without authorized plan
14. Driving vehicles without valid driving licence;
15. Driving in intoxicated condition

### **DECLARATION**

Having examined the tender documents, we have understood the terms & conditions indicated in the e-Tender No \_\_\_\_\_ and hereby confirm our acceptance of the same.

Place : \_\_\_\_\_ Signature of Tenderer

Date : \_\_\_\_\_ Name & Address

Telephone Nos.

Office:

Fax Nos. :

### **PARTICULARS OF THE TENDERER'S ORGANISATION**

S. No	Description	Tenderers Details
1	Name of the Tenderer	
2	Address of the Registered Office	
3	Address of the branch / office quoting against the Tender	
4	Year of commencement of business	
5	Whether Sole Trader/ Partnership / Private Limited Co., or Public Limited Co./LPP	
6	Registration No/ DIN no. (Under companies Act )	
7	Whether copy of Incorporation /Registration certificate from ROC(Registrar of company) uploaded/ Name of Directors	
8	Income Tax PAN no.	
9	Whether copy of PAN enclosed / uploaded	
10	Whether copy of latest Income Tax Return uploaded	
11	GST Registration. No.	
12	Trade License details	
13	Whether copy of GST Registration certificate Uploaded	

**e-Tender No.: BL/CFS-KOL/HYDRA-SLINGMEN/17-18**

<b>14</b>	Name of the Banker. Whether the company has Any restrictions from RBI/Nationalised Bank	
<b>15</b>	Whether registered under MS MED act	
<b>16</b>	In case registered under MSMED provide registration number and copy of registration certificate.	
<b>17</b>	If MSME vendor is SC/ST to be mentioned and Certificate to be attached	

### **EQUIPMENT & VENDOR DETAILS**

1	Number of own/leased/attached Hydra with capacity and Registration number of each equipment [Attach copy of documents/letter from associate Company or arrangement] ]	<b><u>Equipment</u></b>	<b><u>Make</u></b>	<b><u>Capacity</u></b>	<b><u>Yr. of Mfg</u></b>
2	Time required for mobilizing each of the Equipment (no of days)				
3	Details of Handling Experience if any, [Please attach copy of Work Order issued in your favour in support of experience]				
4	Details of Handling Experience Specifically related to Unloading and Loading from/to railway wagons				





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**PRICE SCHEDULE-1**

**HIRING CHARGES OF HYDRA & SLINGMEN SERVICES At CFS**

Sl.No.	Description of Work	QTY	UNIT	RATE	AMOUNT
1	Providing <b>HYDRA [14 MT Capacity]</b> Services for handling cargo for storing, loading, unloading etc.  [Including one Operator & One helper each for the said equipment	120000	MT		
2	Providing Hydra Services for handling cargo like destuffing /stuffing , storing, loading, unloading etc. from /to 20 feet ISO containers .	500	TEU		
3	Providing Hydra Services for handling cargo like destuffing /stuffing , storing, loading, unloading etc. from/to 40 feet ISO containers .	500	FEU		
4	Providing Sling men Services for handling (unloading/ loading/ storing/stacking/) ODC cargo etc. without use of Hydra. For calculating the tonnage, 16 tons for a 20 ft Container and 20 Tons for 40 ft container shall be considered	24000	MT		

Place :

Signature:

Date:

Name :

Name of the Company

Designation:

**e-Tender No.: BL/CFS-KOL/HYDRA-SLINGMEN/17-18**

Seal of the Company

Tel No.



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**PRICE SCHEDULE-II**

**HIRING CHARGES OF HYDRA & SLINGMEN SERVICES AT W&D**

Sl.No.	Description of Work	QTY	UNIT	RATE	AMOUNT
1	Hire charges for Crane Minimum 30 MT capacity – (with operator and helper)	24000	MT		
2	Hire charges for Hydra/crane with operator and helper (Minimum 14 MT capacity)	120000	MT		
3	Sling Man Services for unloading/loading of Railway rake	24000	MT		
4	Handling of ODC cargo with specialized crane (including required slings, Slingman, tools and tackles)	2000	MT		
5	Top Down/lift on of Loaded container	50	TEU		
6	Top Down/lift on Loaded container	20	FEU		
7	Top Down/lift on Empty container	50	TEU		
8	Top Down/lift on Empty container	20	FEU		

Place :

Signature:

Date:

Name :

Name of the Company

Designation:

Tel No.

Seal of the Company

**e-Tender No.: BL/CFS-KOL/HYDRA-SLINGMEN/17-18**